

MOTOR FUEL SUPPLY
MARKETING AGREEMENT
Nesbit, Mississippi

Grantor:

Q & M Corporation
230 Pleasant Hill
Nesbit, MS 38651
~~(602)~~ 901-246-8200

Grantee:

Graves Oil Company
P.O. Box 112
Batesville, MS 38606
662-563-4604

INDEXING INSTRUCTION: Lot 1, Section A, Watson Commercial Subdivision, in
Section 25, Township 2 South, Range 8 West

This Instrument Prepared By:

William H. McKenzie, III
Attorney at Law
MS BAR # 2684
P.O. Box 837
204 Broadway Street
Batesville, MS 38606
662-563-3536

Return to:

William H. McKenzie, III
Attorney at Law
MS BAR # 2684
P.O. Box 837
204 Broadway Street
Batesville, MS 38606

THIS AGREEMENT made this 28th day of Feb, 2011, by and between
Q & M Corporation, a Mississippi Corporation, whose address is 230 Pleasant Hill,
Nesbit, Mississippi 38651 ("Owner"), and GRAVES OIL COMPANY, a Mississippi
corporation, whose address is P.O. Box 112, Batesville, Mississippi 38606 ("Graves").

WHEREAS, Owner owns certain real property located in the City of Hernando, DeSoto County, Mississippi, which is more particularly described in Paragraph 1; and

WHEREAS, Owner operates a retail gasoline and diesel sales facility and convenience store on the property described in Paragraph 1; and

WHEREAS, the parties entered into a Marketing Agreement dated November 12, 2003 which appears in Book 101 at Page 133 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and the parties desire to amend the Marketing Agreement dated November 12, 2003 with the terms of this agreement;

WHEREAS, Graves has become a licensed Shell distributor (supplier) and is willing to provide certain services, equipment and payments in exchange for the exclusive rights to supply all petroleum products to Owner, its successors and assigns upon the real property described in paragraph 1 for a period of ten (10) years.

THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants, conditions and considerations set forth herein, the parties do hereby agree as follows, to-wit:

1.

Owner owns and operates a gasoline service station and convenience store the hereinafter described property situated in DeSoto County, Mississippi to-wit:

Lot 1, Section A, Watson Commercial Subdivision, in Section 25, Township 2 South, Range 8 West, City of Hernando, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 39, Page 26, in the Office of the Chancery Clerk of DeSoto County, Mississippi

2.

Owner has acquired at its expense the building and service station, and shall pay for all fixtures, inventory and store inventory. (Gasoline inventories are addressed under Paragraph 4). Owner will provide, at Owner's expense, all services and materials required to run the business including, but not limited to, all labor necessary for the operation of the equipment, cleaning the premises and all utilities. Owner shall also provide all paper products used at the facility. Owner further agrees to allow only those petroleum products sold and delivered by Graves upon the premises during the term of this Agreement. The Owner will allow no other petroleum products than those supplied by Graves to be sold through the dispensing equipment or sold upon the above-described property during the term of this Agreement.

3.

Graves will provide the following products, payments and services, to-wit:

- a. Two highway markers for Shell services, one located on the North bound and one South bound lanes of Highway 55 at Graves' expense during the entire ten (10) year term of this agreement.
- b. Hoses, nozzles, Shell sign repairs and canopy lights at Graves expense.
- c. Provide labor, at Graves expense, but parts for pumps and other dispensing equipment repairs will be at expense of Owner. Graves agrees to respond with a plan for repairs within twenty-four (24) hours of notification; however, the actual repair may take longer.
- d. \$6000.00 payable annually for the first five (5) years of this contract. Payment will be due on the execution of this contract and the anniversary for the next four (4) years, making a total payment of \$30,000.00. The payment will be made as directed by Owner.

- e. Reimaging to reflect Shell Oil Logos and provide LED sign if permitted by State, local and Federal Law and zoning at Graves expense.
- f. Improvements to the interior and exterior of the property pursuant to the plans of specifications attached hereto.
- g. \$.01 per gallon rebate to Owner for the first five (5) years of a ten (10) year contract. There will be no rebate earned for the second five years of this agreement.

{* In the event Owner defaults in any of the provisions of this Agreement, Owner will pay to Graves the unamortized portion of the rebates as calculated by supplier, plus the advance payments set forth in 3 (d) above}.

- h. Monitor the underground tanks for a fee of \$75.00 per month for the entire ten (10) year period of this contract. Graves reserves the right to increase this fee over time. Graves will notify owner of any updates of EPA compliance issues. Owner will pay for any changes or repairs needed to the underground tanks.

4.

In consideration of the above improvements and services by Graves, Owner grants to Graves the exclusive right to supply and market all petroleum products sold on the above-described property during the ten (10) year term of this Agreement. Graves agrees to deliver products promptly to Owner as needed by owner.

Graves will sell petroleum products to Owner at a price of one cent (1¢) per gallon, above the stated Shell rack price on the date of acquisition of said products by Graves, plus all transportation, delivery and common carrier freight rates as such may change from time to time, plus any and all taxes, excises, inspection fees, duty, license fees, assessments, and any other charge which is levied, assessed or imposed by a

Federal, State or local authority, upon the products and/or transaction contemplated hereunder.

Graves shall be entitled to receive any and all rebates from supplier, and will pay the one cent (1¢) per gallon rebate to Owner each month for the first five (5) years of this Agreement.

5.

Owner will pay Graves for all petroleum products through electronic fund transfers. Owner authorizes Graves to transfer funds for all deliveries on the ninth (9th) day following the date of delivery. Graves will provide confirmation on the seventh (7th) day following the date of delivery the amount of money to be transferred on the ninth (9th) day.

In the event Graves' suppliers shorten the length of time that they require Graves to pay for the petroleum products, Owner agrees to shorten the time to pay Graves by the same amount of time which Graves' suppliers have shortened the time for Graves to pay for products. However, owners shall not be required to pay any sooner than five (5) days regardless of the changes Graves may receive.

6.

Owner will pay all credit card fees, plus satellite charges and telephone expenses.

7.

Owner grants unto Graves the right of first refusal to purchase the real property and any improvements upon the same terms and conditions as offered by a third party. In the event Owner receives an offer to purchase or desires to sell, Owner will first notify Graves of the existence and terms of said offer or its desire to sell. Said notice must be in writing and receipt and delivered by certified mail, return receipt requested. Graves will have five (5) days from the receipt of said offer or of notice of desire to sell to decide if it wishes to exercise these rights of first refusal. If Graves desires to

exercise its right of first refusal, it shall conclude the sale upon the same terms and conditions as offered by a third party. If Graves does not enter into a contract within five (5) days after the receipt of such notice, Owner is free to conclude the sale to the third party.

8.

Owner shall be responsible for insuring that the property will comply with all cleanliness and landscaping programs required by supplier, and will operate and maintain the property in a first class, clean and attractive condition, free from debris and clutter.

Owner will require all employees working on the premises to wear approved image clothing, which shall be cleaned and professional in appearance. Owner shall at all times keep restrooms on the premises clean and orderly, the windows on the property in the building free from excess signs and clutter as directed by Graves and/or Shell.

In the event the property fails to comply with the cleanliness standards established by Shell, Graves will give written notice to owner and owner shall bring the property into compliance within five (5) days of notice. If the property is not brought into compliance, Graves shall be entitled to retain the rebate during such period of time that the property is not in compliance. Graves shall have the right but not the obligation to cause the property to come into compliance with any applicable supply or program and all cost and expenses of Graves or supplier shall be immediately refunded by Owner to Graves upon demand. In the event Owner fails to maintain the property in a clean and first class condition, then Graves shall have the right to put the property in such condition and all cost and expenses of Graves incurred therein shall be immediately refunded by Owner to Graves upon demand.

9.

Owner will provide employer's liability, workman's compensation insurance and general public liability in amount, as Owner deems necessary. It is specifically understood and agreed that Owner is an independent contractor with full power and

authority to operate its business except for those rights retained by Graves as set forth in this Agreement.

10.

This Agreement shall become effective on the 1st day of April, 2011. The marketing rights granted to Graves shall expire on March 31, 2021.

11.

In the event Owner fails to pay for petroleum products as stated above, should the electronic funds transfer not clear the banking system, or should Owner default in any other provision of this Agreement, Graves is authorized to do any of the following, to-wit:

- A. Lock the dispensing equipment to prohibit additional sales.
- B. Remove the remaining inventory from the underground tanks.
- C. Prevent sales of other supplier's petroleum products.
- D. Take any other action it deems necessary to protect itself from further loss.
- E. Terminate this Agreement or pursue any other remedies available to it by law or in equity, including attorney fees.

12.

Upon the termination of this Agreement an audit and inventory will be completed. Upon final determination of the balance owned Owner, Graves will pay any credit balance due within thirty (30) days. In the event the final balance shows that Owner is indebted to Graves, Graves shall have the right to deduct such balance from any other account owned to Owner. If, after making all proper deductions there is a balance owing to Graves, Owner will immediately pay said balance to Graves upon demand.

13.

Neither party may assign this contract or any provisions thereof without the prior written consent of the other party.

14.

All notices will be delivered to the address below:

**Q & M Corporation
230 Pleasant Hill
Nesbit, MS 38651**

**Graves Oil Company
P.O. Box 112
Batesville, MS 38606**

15.

This contract shall be recorded in the Land Records of DeSoto County, Mississippi, and the marketing rights set forth herein are specifically understood to run with the land and are binding upon the heirs, executors, successors and assigns of both parties:

16.

Maref A. Quran, Qais Amro and Nidal Ata Amro, shareholders of Q & M Corporation, have personally executed this contract to unconditionally and personally guarantee the performance of Q & M Corporation to all of the terms set forth above.

17.

As a condition precedent to the terms of this contract, Owner will obtain from its lender, Trustmark National Bank, a subordination of all Deeds of Trust and UCC Financing Statements whereby the lien of Trustmark National Bank is subordinate and subject to the terms of this Marketing Agreement, whereby Graves can be assured of marketing rights regardless of any future foreclosure of said property.

18.

In the event of any controversy or litigation between the parties to this Agreement, the non-prevailing party shall pay the prevailing party all reasonable expenses, court costs and attorney's fees incurred by the prevailing party. A party shall be the prevailing party if (A) it initiated the action and substantially obtained the relief it sought, either through a judgment or the non-prevailing party voluntary action before trial or judgment. (B) The other party withdraws its action without substantially obtaining the relief it sought; or (C) it did not initiate the action and judgment as entered for either party but without substantially granting the relief sought.

19.

The enforceability of invalidity of any provision of this Agreement shall not affect the enforceability or invalidity of such provision as it may apply to other persons or circumstances.

WITNESS the signatures of the parties this the _____ day of _____, 2011.

GRAVES OIL COMPANY

BY: 
C. FRED GRAVES, III, President

Q & M CORPORATION

BY:  POA
MAREF A. QURAN, President

 POA
MAREF A. QURAN, Shareholder


NIDAL ATA AMRO, Shareholder


QAIS AMRO, Shareholder

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1th day of March, 2011, within my jurisdiction, the within named **C. FRED GRAVES**, who acknowledged that he is **PRESIDENT** of **GRAVES OIL COMPANY**, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Dorothy C. Maddox
NOTARY PUBLIC

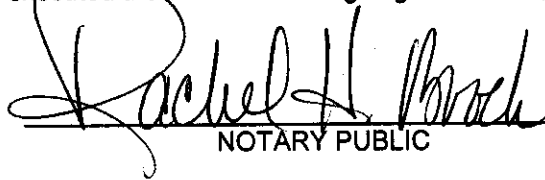
My Commission expires: 11/23/11

(SEAL)



STATE OF MISSISSIPPI
COUNTY OF MARSHALL

28 Personally appeared before me, the undersigned authority in and for the said county and state, on this day of February, 2011, within my jurisdiction, the within named William F. Schneller, who acknowledged that he is Attorney in Fact for Maref Quran, who is President and Shareholder of Q & M Corporation, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

(SEAL)

My commission expires:



STATE OF MISSISSIPPI

COUNTY OF ~~PANOLA~~ Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of March, 2011, within my jurisdiction, the within named **NIDAL ATA AMRO** who acknowledged that he executed the above and foregoing instrument.

Robin S. Parker
NOTARY PUBLIC

My Commission expires: October 1, 2012

(SEAL)



STATE OF MISSISSIPPI

COUNTY OF ~~PANOLA~~ DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of March, 2011, within my jurisdiction, the within named **QAIS AMRO** who acknowledged that he executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission expires: October 1, 2012

(SEAL)



**QUOTATION
&
CONTRACT**

PHYSICAL ADDRESS:
3101 CARRIER ST.
MEMPHIS, TN 38116

THE Southern Co. INC.™

NOT AFFILIATED WITH THE SOUTHERN CO OF FLA
901-345-2531 • 1-800-284-7626
FAX 901-345-3555

E-mail: soco@socomemphis.com • Internet: www.socomemphis.com

MAILING ADDRESS:
THE SOUTHERN CO. INC.
P.O. BOX 2059
MEMPHIS, TN 38101-2059

TO:

GRAVES OIL COMPANY
226 PEARSON AT JEFFREYS
P O BOX 112
BATESVILLE, MS 38606

S
H NESBIT MARKET & DELI
I 230 PLEASANT HILL RD
P 662-683-8684
T NESBIT, MS 38651

RE:

QUOTE NO.	QUOTE DATE	TERMS	SHIP VIA	SALESPERSON
615973	12/13/10	Due On Receipt	SERVICE DEPT.	DAVID COX

We Are Pleased To Quote The Following:

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	333-0702	VERIFONE SAPPHIRE/V-950 SOLUTION. V262-80-700-KIT INCLUDES SMS SOFTWARE AND 1ST YEAR LIC. & HELP DESK	3,600.00	3,500.00
1	333-0371	VER NEW PRINTER, JOURNAL JURNL THERMAL P040-02-009	470.00	470.00
1	333-0253	VER ADAPTER, DB25M (JOURNAL) 13641-01	14.00	14.00
2	333-9005	VER CABLE 10' SHIELDED RS-232 13838-01	.00	.00
2	333-0370	VER NEW PRINTER, SAPPHIRE THERMAL P040-02-020	470.00	940.00
2	333-0251	VER ADAPTER, DB25M NULL MODEM 13581-01	.00	.00
1	333-0356	VER NEW CARWASH/PROPRIETA RY CARD/ERAVO/EXP PLU	264.70	264.70
2	333-0358	VERIFONE HPV-20 WORK STATION CARD P040-07-508	115.00	230.00
1	333-0704	VER CISCO ROUTER W/PETRO CONFIGURATOR 50H091	470.00	470.00
2	333-9011	VER ETHERNET CABLE 50' 22278-50	14.30	28.60
1	907-3341	VER LAN CABLE, RJ45 50' 13340-50	38.00	38.00
1	907-2096	VER ADAPTER, 5 TERMINAL LAN BLOCK 13645-01	20.00	20.00
12	859-3331	PRINTER PAPER, TOK DPT ,VR THERMAL 121001	1.25	15.00
6	333-1213	RUBY PAPER THERMAL NEW EPSON REC Q13541 01 1213	1.40	8.40
1	383-4002	ACER 20" MONITOR	174.00	174.00

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.

NOTE: SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE.

ALL PRICES FOB MEMPHIS, TN UNLESS OTHERWISE STATED.

PRICES VALID 30 DAYS FROM ABOVE DATE UNLESS OTHERWISE STATED.

The Southern Co., Inc.'s warranty is limited to the original equipment manufacturer's warranty and does not imply any additional warranty.

Past due accounts are charged interest at a periodic rate of 1.5% per month, A.P.R. or the highest rate allowed by law, whichever is less. In the event of default, Purchaser shall be responsible for all cost of collection, including, but not limited to, attorney's fees and court costs.

Subject to all The Southern Co., Inc. terms and conditions.

We appreciate the opportunity of submitting this quotation.

THE SOUTHERN CO., INC.™

BY

CUSTOMER

DATE

BY

NAME

DATE

QUOTATION
&
CONTRACT

PHYSICAL ADDRESS:
3101 CARRIER ST.
MEMPHIS, TN 38116

THE Southern Co. INC.™

NOT AFFILIATED WITH THE SOUTHERN CO OF NLR
801-345-2531 • 1-800-264-7626
FAX 801-345-3555

E-mail: soco@socomemphis.com • Internet: www.socomemphis.com

MAILING ADDRESS:
THE SOUTHERN CO. INC.
P.O. BOX 2059
MEMPHIS, TN 38101-2059

TO:
GRAVES OIL COMPANY
226 PEARSON AT JEFFREYS
P O BOX 112
RE: BATESVILLE, MS 38606

S
H NESBIT MARKET & DELI
I 230 PLEASANT HILL RD
P 662-683-8684
T NESBIT, MS 38651

QUOTE NO.	QUOTE DATE	TERMS	SHIP VIA	SALESPERSON
615973	12/13/10	Due On Receipt	SERVICE DEPT.	DAVID COX

We Are Pleased To Quote The Following:

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
2	333-0103	VER PINPAD MX830E SH0-2	380.00	760.00
2	333-0500	3DRS SHL A-KEYPCS-SHO-02		
		VERIFONE CABLE, FOR PINPAD	5.00	10.00
2	333-9005	MX 830& 850 28757-02-R		
		VER CABLE 10' SHIELDED	2.50	5.00
2	333-0050	RS-232 13836-01		
		VERIFONE KEY INJ& AP LOAD	24.00	48.00
2	333-1026	999-DKP-00101		
		VERIFONE, LOCKING STAND	94.00	188.00
4	912-6800	FOR MX830, 850, 870		
		WAYNE OVATION IX PAY	2,700.00	10,800.00
		RETROFIT KIT 2D1/XX/XX/XX		
		SHELL NETWORK		
1	*QUOTE	VERIFONE ANNUAL SOFTWARE	1,044.00	1,044.00
		MAINTENANCE 888-ASM-70008		
1	*QUOTE	VERIFONE 1ST YEAR ASM FOR	120.00	120.00
		SAPPHIRE		
1	077-0250	UNINTERRUPTABLE POWER SPLY	105.00	105.00
		POWER SUPPLY BK-350 NEW#		
1	*SERVICE	*SERVICE START-UP	1,550.00	1,550.00
TOTAL W/O TAXES				20,802.70

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES.
NOTE: SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE.
ALL PRICES FOB MEMPHIS, TN UNLESS OTHERWISE STATED.
PRICES VALID 30 DAYS FROM ABOVE DATE UNLESS OTHERWISE STATED.

The Southern Co., Inc. warranty is limited to the original equipment manufacturer's warranty and does not imply any additional warranty.
Past due accounts are charged interest at a periodic rate of 1.5% per month, A.P.R. or the highest rate allowed by law, whichever is less. In the event of default, Purchaser shall be responsible for all cost of collection, including, but not limited to, attorney's fees and court costs.
Subject to all The Southern Co., Inc. terms and conditions.

We appreciate the opportunity of submitting this quotation.
THE SOUTHERN CO., INC.™

BY _____
CUSTOMER DATE

BY 
NAME DATE